

The complaint

Ms R complains about how Domestic & General Insurance Plc (DGI) handled and settled a claim she made under her appliance protection policy following a fault with her vacuum cleaner.

What happened

On 26 April 2024, Ms R incepted an appliance protection policy in relation to her vacuum cleaner. This policy is underwritten by DGI.

Ms R had purchased her vacuum cleaner from a retailer, which I'll call "A" here, at a cost of £119.99 on 26 April 2021. The policy incepted by Ms R insured her vacuum cleaner against accidental damage, mechanical and electrical breakdown and labour charges.

On 9 October 2024, Ms R contacted DGI to request a repair of her vacuum under the policy. DGI instructed an agent, which I'll refer to here as "E", to collect and repair the appliance. E attended Ms R's home and identified that new parts were required to undertake the repair. So, it took the appliance away to repair and returned this to Ms R on 21 October 2024.

On 5 November 2024, Ms R contacted DGI again. During this telephone call she stated that her vacuum cleaner still wasn't working properly as the suction wasn't as strong as it had been. DGI informed Ms R that the appliance would need to be collected and returned to E for a further assessment and repair. DGI arranged for E to undertake a further repair but said Ms R asked it to replace the vacuum cleaner instead.

On 6 November 2024, Ms R telephoned DGI again and stated that, when E had returned her vacuum cleaner on 21 October 2024, it had given her an appliance belonging to another customer. She asked DGI to return her appliance or replace it with a new one.

DGI informed Ms R that the appliance that had been returned to her by E was the same as the one it had collected from her home. It accepted the colour of the appliance had changed but stated this was because parts had been replaced which didn't match the colour of previous parts. So, the vacuum cleaner looked aesthetically different. DGI said the serial number on the returned vacuum cleaner matched the identification markings of the appliance that Ms R had given to E for repair. And, on this basis, DGI informed Ms R that it wouldn't be replacing the vacuum cleaner.

Ms R was unhappy with DGI's position and complained. She maintained that DGI hadn't returned the correct vacuum cleaner to her and said this was unhygienic.

DGI investigated Ms R's concerns and issued its final response to her complaint on 14 November 2024. Within its final response DGI confirmed it had returned Ms R's vacuum cleaner to her and stated it hadn't made an error in how it had dealt with her claim. So, it didn't uphold her complaint.

Being dissatisfied with DGI's response to her complaint, Ms R referred it to our service. Our investigator looked into what had happened and empathised. But they weren't persuaded

DGI had made an error here. They were satisfied a repair had been undertaken as was required under the policy. And they were persuaded E had returned the correct vacuum cleaner to Ms R. So, they didn't recommend upholding this complaint.

DGI agreed with our investigator's view of this complaint. But Ms R didn't and requested an ombudsman's review. I've therefore been asked to decide the fairest way of resolving this complaint.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm sorry to hear about the difficulties Ms R experienced here. I know she feels very strongly about this matter and I appreciate the reasons she brought her complaint to our service. However, while I sympathise with Ms R, the issue that I must determine is whether DGI made a mistake, or treated her unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Where there's a dispute, as there is here, I must reach a determination based on the available evidence as to what I think is most likely to have happened. To assist in that task, I've read and considered all the information provided by Ms R and DGI, the photographs of the vacuum cleaner and business records shared with our service.

Within this final decision I'll concentrate my findings on what I think is relevant to decide the complaint, which is reflective of our approach in assessing complaints. This means that I may not comment on every written representation made by Ms R and DGI, which is because I don't think I need to comment on it to reach what I think is the right outcome.

It's not in dispute here that Ms R's vacuum cleaner developed a fault and that this was covered under her policy with DGI. The available evidence demonstrates that DGI accepted the claim and promptly arranged collection of the vacuum cleaner for repair. I've seen reference in the evidence to Ms R requesting that DGI replace her vacuum cleaner with a new one. But its obligations under the policy set out how a claim will be resolved. They outline in clear and unambiguous language that:

“we will (at our option) do one of the following: authorise a repair, arrange a replacement or pay the cost of a replacement product”.

As the policy terms set out, it's DGI's discretion which option it selects in how a claim under the policy is dealt with. So, while Ms R may have wanted a replacement vacuum cleaner DGI wasn't obligated to do that. It offered to repair the vacuum cleaner instead of replacing it. And in offering to repair the vacuum cleaner, I'm satisfied DGI has met its duties under the policy terms.

Ms R stated that DGI hasn't properly repaired her vacuum cleaner. But I've seen business records that demonstrate E resolved the issue reported. There's evidence the vacuum cleaner was tested by E before it was returned to Ms R and that the suction was in good working order following the repair that it undertook. Ms R hasn't provided any rebuttal evidence demonstrating that there's still a problem with the suction capabilities of the

appliance. Overall, I'm persuaded that an appropriate repair was undertaken by E here.

Ms R has asserted that the vacuum cleaner that was returned to her by E doesn't belong to her. She says it's been inadvertently mixed up with another customer's appliance, which brings about health and safety and hygiene implications. But I'll explain why I'm not persuaded that Ms R's vacuum cleaner was replaced with another consumer's appliance.

It's accepted by both parties here that the vacuum cleaner returned to Ms R aesthetically differs to the appliance she purchased from A. I've seen a copy of Ms R's invoice for the vacuum cleaner, and I've also viewed A's website to see the original colour and appearance of the appliance.

A's website shows a vacuum cleaner with fuchsia pink, dark grey and silver external components. This differs from vacuum cleaner depicted in the photographs I've seen, which show the vacuum cleaner that was returned to Ms R. These images appear to show that the fuchsia pink parts have been replaced with parts that are purple and turquoise in colour.

Given the aesthetic differences between the vacuum cleaner she purchased from A and the appliance that was returned to her, I can understand why Ms R may have thought an incorrect vacuum cleaner had been delivered to her by E. However, I'd have expected her to share such concerns with DGI as soon as this appliance was returned to her. But she didn't do that.

DGI has stated there was no contact between it and Ms R about the vacuum cleaner from 21 October until 5 November 2024 when she telephoned it to discuss her vacuum cleaner and another appliance. Its business record confirms this is correct. And there's no evidence to indicate Ms R's appliance was collected for another repair within that period.

I've listened to a recording of the telephone call Ms R made to DGI on 5 November 2024. During that discussion she informed the call handler that she wanted to discuss an issue with her washer dryer appliance. The initial part of the call is dominated by Ms R's concerns that her washer dryer isn't drying her clothes properly. A repair is arranged by the call operative in efforts to resolve the reported issue.

During the second part of Ms R's call to DGI on this date, she explains that she'd used her vacuum cleaner since it was returned by E. She informs DGI that the suction hadn't been strong enough and she didn't think her vacuum cleaner had been repaired properly prior to E returning it to her. DGI offered to arrange a further repair, which was helpful. However, it's clear from the call recording that Ms R was seeking a replacement appliance instead of a further repair.

During this call, Ms R explained that the colour of some parts on the appliance had been changed and now don't match. But she doesn't share concerns that another customer's vacuum cleaner has been returned to her in error during this call. I'd have expected her to mention this at the outset of this call if she thought that had happened.

Ms R contacted DGI again on 6 November 2024 to discuss her vacuum cleaner and the repair that had recently been undertaken. During this telephone call, Ms R stated that another consumer's vacuum cleaner had been returned to her in error on 21 October 2024. It's unclear why it took Ms R 16 days to reach this view – particularly as she'd used the appliance since its return. It's reasonable to have expected Ms R to have shared her concerns much sooner if she'd been worried that the wrong appliance had been delivered to E's following repair.

DGI has shared its business records with our service which demonstrate that, in undertaking

a repair of the vacuum cleaner, E had to replace multiple parts including the wand, dust tank, cyclone and main chassis and that this resulted in a colour change. The repair appears to have been significant given the number of components that E replaced. The business records show that E had possession of the vacuum cleaner for 12 days before returning it to Ms R. This demonstrates the complexity of the repair required here and the repair notes from E are endorsed with “*note colour change*” when referring to the work recorded.

Using replacement parts that are a different colour doesn’t mean the vacuum cleaner isn’t the one Ms R provided for repair. I’m satisfied from images available that, other than colour changes to the external components, the vacuum cleaner delivered to Ms R looks the same as the one she purchased from A. There’s evidence demonstrating that the body of the appliance is the same. And I note from photographs provided to our service that the model number on the appliance returned to Ms R matches the model number on A’s website. Ms R hasn’t provided any rebuttal evidence confirming that the vacuum cleaner that E returned isn’t hers. And I’m satisfied, overall, that E returned the vacuum cleaner that Ms R had purchased from A.

I recognise that Ms R may be unhappy that her vacuum cleaner doesn’t look the same as it did when she purchased it from A. But the policy doesn’t require DGI to colour match components when undertaking a repair. Instead, the DGI’s duty is to repair the appliance. As I’ve already explained, there’s evidence that an effective and satisfactory repair was undertaken by E. It follows that I’m persuaded DGI has acted reasonably and fairly in meeting its policy obligations here.

Finally, Ms R has complained there was a lack of clear communication from DGI about her concerns that she’d received another customer’s vacuum cleaner. But the available records satisfy me that when Ms R shared concerns with DGI about whether she’d received the return of her own appliance, it provided reassurance that the vacuum cleaner delivered to her was the one she’d provided to E for repair. The evidence further demonstrates that, when Ms R wasn’t accepting of DGI’s reassurance, it arranged to escalate her concerns by way of a complaint. I’m not persuaded communication was unclear or that there was delay in how Ms R’s concerns were addressed. And I can see that DGI issued its final response to this complaint within 8 days of Ms R sharing her concerns that she’d received the wrong appliance from E.

I appreciate that Ms R feels very strongly about the issues raised in this complaint and I know she’ll be disappointed with my decision. But, for the reasons already outlined, I’m satisfied DGI has acted fairly and reasonably here. So, I’m not upholding this complaint or directing that DGI take further action here to resolve Ms R’s concerns. This now brings to an end what we, in trying to resolve Ms R’s dispute with DGI, can do for her. I’m sorry we can’t help her further on this.

My final decision

My final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms R to accept or reject my decision before 15 October 2025.

Julie Mitchell
Ombudsman